

United States Bankruptcy Court
Southern District of New York

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (SCC)

(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Rapax OC Master Fund, LTD.
Name of Transferor

Cantor Fitzgerald Securities
Name of Transferee


Court Claim #: 59565
Claim Amount: \$975,868.26 (in allowed amount)
relating to ISIN XS0373609295

Name and Address where notices to Transferee should be sent:

Attn: Nils E. Horning
Cantor Fitzgerald Securities
110 E. 59th Street, 7th Floor
New York, NY 10022

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

CANTOR FITZGERALD SECURITIES

By: 
Name: James M. Bond
Title: Chief Operating Officer

Date: 4/25/16

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.



AMENDMENT TO ASSIGNMENT AGREEMENT

This Amendment to Agreement and Evidence of Transfer of Claim, dated as of May 3rd, 2016 (this "Amendment"), is entered into by Rapax OC Master Fund, Ltd. ("Rapax") and Cantor Fitzgerald Securities ("Cantor" and, together with Rapax, the "Parties").

RECITALS

A. Rapax and Cantor entered into the Agreement and Evidence of Transfer of Claim, dated October 26, 2015, and filed a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) on October 26, 2015 (docket number 51260) (the "Assignment Agreement"); and

B. The Parties desire to amend certain provisions of the Assignment Agreement as set forth below.

AGREEMENT

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Assignment Agreement.

Section 2. Schedule 1. The Parties hereby acknowledge and agree that the line item in Schedule 1 of the Assignment Agreement relating to ISIN XS0373609295 shall be amended and restated in its entirety as set forth in the chart below:

<u>ISIN</u>	<u>Issuer</u>	<u>Guarantor</u>	<u>Principal / Notional Amount</u>	<u>ISIN CCY</u>	<u>POC #</u>	<u>USD Allowed Amount</u>
XS0373609295	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	3,440,000.00	USD	59565.00	\$3,172,955.41

Section 3. Schedule 2. The Parties hereby acknowledge and agree that the line item in Schedule 2 of the Assignment Agreement relating to ISIN XS0373609295 shall be amended and restated in its entirety as set forth in the chart below:

<u>ISIN</u>	<u>POC#</u>	<u>Allowed Amount</u>	<u>17-Apr-12</u>	<u>1-Oct-12</u>	<u>4-Apr-13</u>	<u>3-Oct-13</u>	<u>3-Apr-14</u>	<u>2-Oct-14</u>	<u>2-Apr-15</u>	<u>2-Oct-15</u>
XS0373609295	59565.00	\$3,172,955.41					\$125,707.29	\$94,343.23	\$64,383.61	\$49,106.59

Section 4. Schedule 4. The Parties hereby acknowledge and agree that the line item in Schedule 4 of the Assignment Agreement relating to ISIN XS0373609295 shall be amended and restated in its entirety as set forth in the chart below:

<u>ISIN</u>	<u>POC#</u>	<u>USD Allowed Amount</u>
XS0373609295	59565.00	\$3,172,955.41

Section 5. Effect of Amendment. Except as expressly amended hereby, all of the terms of the Assignment Agreement (including without limitation the representations, warranties, covenants and conditions) shall remain unchanged and shall continue to be in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Assignment Agreement, the provisions of this Amendment shall govern.

Section 6. Survival; Successors and Assigns. The terms of this Amendment shall survive the execution, delivery and performance hereof. This Amendment shall inure to the benefit of, be binding upon and be enforceable by and against the parties hereto and their respective successors and assigns.

Section 7. Counterpart Execution. This Amendment may be executed in any number of counterparts (including by facsimile, email, or other means of electronic transmission), each of which, when so executed and delivered, shall be an original, but all of which together shall constitute one agreement binding all of the parties hereto.

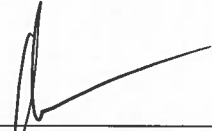
Section 8. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York (without regard to any conflict of law provision that would require the application of the law of any other jurisdiction).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

RAPAX OC MASTER FUND, LTD.

By: Serengeti Asset Management LP, as the Investment Adviser

By: 
Name: Marc Baum
Title: Director

CANTOR FITZGERALD SECURITIES

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

RAPAX OC MASTER FUND, LTD.

By: Serengeti Asset Management LP, as the Investment Adviser

By: _____
Name:
Title:

CANTOR FITZGERALD SECURITIES

By: _____
Name: James Bond
Title: Chief Operating Officer



[CFS signature page to Lehman 3011 ec) Amendment]